

**174852**

**EXHIBIT D**

Short Form Lease

**THIS SHORT FORM LEASE AGREEMENT** (this "Short Form Lease"), dated effective MAY 12, 2009 is by and between **NEWMONT GOLD COMPANY**, a Delaware corporation, a wholly-owned subsidiary of Newmont Mining Corporation, a Delaware corporation, ("Lessor") and **CONOCO INC.**, a Delaware corporation ("Lessee").

Recitals

A. Lessor holds fee title to certain real property situated in the County of Eureka, State of Nevada, as more particularly described in Exhibit A attached hereto and depicted on the map set forth in Exhibit A1 attached hereto (the "Premises").

B. By Site Lease and Access Agreement dated of even date herewith (the "Lease"), Lessor has leased to Lessee and Lessee has hired from Lessor the Premises and Lessor has granted Lessee a non-exclusive license and right to use the access road more particularly described in Exhibit B attached hereto and depicted on the map set forth in Exhibit B1 attached hereto (the "Access Road") for ingress and egress to the Premises.

C. Pursuant to the Lease and the Agreement for Supply of Lubricants and Construction and Operation of Transload Facility dated as of MAY 12, 2009 between Lessor and Lessee for the supply of lubricants, oils and greases to Lessor (the "Supply Agreement"), Lessee has the right to construct a facility for the transloading of lubricants, oils and greases on the Premises (the "Lubricant Transload Facility").

D. The parties desire to give constructive notice of the Lease by recording short form of the Lease in the real property records of Eureka County, Nevada.

Agreement

THEREFORE, in consideration of One Dollar (\$1.00), Lessor hereby demises and leases the Premises to Lessee, and grants to Lessee a non-exclusive right to use the Access Road, subject to the terms, covenants and provisions of the Lease, the full terms of which are hereby incorporated into this Short Form Lease by reference as though more fully set forth herein; and Lessor and Lessee hereby agree as follows:

1. Lessor and Lessee, as identified above, are the same parties, with the same business address, as have executed the Lease.
2. The term of the Lease commences upon the effective date hereof and shall run until July 31, 2009; provided, however, that any termination of the Supply Agreement shall cause a termination of the Lease and this Short Form Lease simultaneously therewith.
3. Unless Lessor acquires the Lubricant Transload Facility as provided in the Supply Agreement, the Lubricant Transload Facility shall remain the property of Lessee and shall be removed by Lessee

from the Premises upon the expiration or other termination of the Lease or within three (3) months days after said date.

4. A true and complete copy of the Lease is on deposit at Lessee's offices as set forth below.

5. Nothing contained in this Short Form Lease shall amend or otherwise modify the Lease.

The parties hereto have executed this Short Form Lease on the dates specified immediately adjacent to their respective signatures.

**LESSOR:**

**NEWMONT GOLD COMPANY**

Date: May 30, 2000

By: *W.J. Mullen*  
Name: *W.J. Mullen*  
Title: *SR. Vice President*

**Lessor's Address**

P.O. Box 669  
Carlin, Nevada 89822  
Attention: Contracts Department

and:

555 Fifth Street  
Elko, NV 89801  
Attention: Land Department

**LESSEE:**

**CONOCO INC.**

Date: \_\_\_\_\_, \_\_\_\_\_

By: *C. W. Beasley* 4-7-00  
Name: *CHRISTOPHER W. BEASLEY*  
Title: *SALES MANAGER*

**Lessee's Address:**

*6055 S. HAVANA ST., SUITE 510*  
*ENGLEWOOD, CO 80112*

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST  
*Newmont Gold*  
00 JUL -3 AM 9:45  
ELKO COUNTY NEVADA  
M.N. RESALE/ATTN. RECORDER  
FILE NO. FEES 8.00

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